

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE METRO HEALTH DEPARTMENT**, herein referred to as “**METRO GOVERNMENT**” and **UNIVERSITY MEDICAL CENTER, INC. d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL, JAMES GRAHAM BROWN CANCER CENTER**, with offices located at 530 South Jackson Street, Louisville, Kentucky 40202, herein referred to as “**CONSULTANT**”,

WITNESSETH:

WHEREAS, the Metro Government and Consultant entered into an Agreement with respect to breast cancer screening and follow-up; and

WHEREAS, the parties wish to amend the Agreement by increasing its not to exceed amount and changing the eligibility requirements for clients to be served.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Section I. That Agreement Section I, Scope of Professional Services, Subsection D (c) shall be amended in its entirety to read as follows:

- c. The Metro Government shall reimburse consultant for services provided to female patients between 21 and 64 years of age whose household income is less than 200% of the Federal Poverty guidelines and who have no health insurance, no third party payor, no Medicare coverage and no Medicaid coverage.

Section II. That Agreement Section II, Fees and Compensation, Subsection A shall be amended in its entirety to read as follows:

- A. The Metro Government shall provide payment to Consultant for appropriately documented services rendered in accordance with Paragraph One (1) of this Agreement. The total payments made under the terms of this contract shall not exceed **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00)**.

The Metro Government agrees to reimburse Consultant in the amount of \$70.00 per screening mammogram, subject to the availability of funds, and payable upon receipt of appropriate data reporting and monthly invoices, as set forth below:

CPT CODE	Procedure	Cost
76092	Screening Mammogram	\$70.00

Consultant agrees to accept referrals from LMHD for diagnostic procedures listed below.

LMHD will be responsible for payment of diagnostic procedures performed at Consultant at the following rates:

CPT Code	Service Description	Technical Component	Professional Component	Total Outpatient Rate
76095	Stereotactic localization for breast biopsy	\$199	\$63	\$262
76096	Preoperative placement of needle wire, interpretation	\$37	\$23	\$60
76098	Radiologic examination, breast surgical specimen	\$13	\$6	\$19
76645	Ultrasound(breast echography)	\$34	\$25	\$59
76938	Ultrasonic guidance for cyst aspiration			\$71
76942	Ultrasonic guidance for needle biopsy	\$44	\$27	\$71
88104**	Cytopathology, fluids, washings or brushings (breast)	\$11	\$20	\$31
88172	Evaluation of fine needle aspiration	\$14	\$30	\$44
88173	Interpretation and report of fine needle aspiration	\$27	\$48	\$75
88305	Surgical pathology, gross and microscopic examination	\$46	\$38	\$84
88307	Surgical pathology, associated with breast excision requiring evaluation of margins	\$44	\$52	\$96
99211	Subsequent-brief evaluation/management			\$14

00400†	Anesthesiology, breast follow-up (base per unit cost)			\$78
10021	Fine needle aspiration without image	\$16	\$60	\$76
10022	Fine needle aspiration with image	\$23	\$64	\$87
19000	Cyst aspiration			\$70
19001	Cyst aspiration, additional			\$20
19030	Infection procedure only for ductogram or galactogram			\$59
19100	Breast biopsy, needle core			\$94
19101	Breast biopsy, incisional.			\$279
19102	Percutaneous, needle core, using imaging guidance			\$178
19103	Percutaneous, automated vacuum assisted			\$350
19120	Excision of breast tissue			\$234
19125	Excision of tissue identified preoperatively			\$264
19126	Excision of tissue identified preoperatively, additional			\$132
19290	Preoperative placement of needle wire			\$51
19291	Preoperative placement of needle wire, additional			\$26
19295	Image guided placement			\$68
76085‡	Digitization of film radiographic image/computer analysis			\$15
76086	Ductogram	\$73	\$14	\$87
76088	Ductogram, multiple ducts	\$100	\$18	\$118
76090	Diagnostic mammogram, unilateral	\$21	\$19	\$40
76091	Diagnostic mammogram, bilateral	\$43	\$41	\$84
W0166	Charge for use of hospital room (outpatient, breast only)			\$800
G0202	Digital Mammogram			\$70

† maximum 4 units up to 1 hour

‡ CDC has not approved the use of digital mammography for routine screening mammograms based on current studies related to effectiveness considering higher cost. However, they have recently approved the use of Computer-aided Detection (CAD), CPT code 76085, digitization of film radiographic images with computer analysis for lesion detection and further physician review for interpretation. LMHD will accept a charge of \$15 for this CPT code, which will be used in conjunction with 76092 (screening mammogram). This will be used as a further diagnostic tool only based on judgment of the practicing radiologist. LMHD does not anticipate a widespread use of this code/service, as its availability is very limited. LMHD will monitor use to determine at what point this may need to be added to the chart as a routine diagnostic tool.

****** Effective October 1, 2001, this pathology code is not to be used on routine breast cysts (clear fluid/disappears on ultrasound) and is only to be used for cases with bloody/abnormal fluid or cysts that do not disappear on ultrasound.

Transportable Unit: LMHD agrees to schedule and reimburse a minimum of 15 women for mammogram screening for each site visit (for each day the transportable van is requested by LMHD). The number of women that can be screened effectively and efficiently following the proper technological protocol on each site visit is 25 women. In the event that 15 women are not scheduled for services, private insurance patients may be screened and will count toward the 15 minimum. Women assessed on-site and referred to the Consultant for diagnostic services shall count toward the specified minimum. Consultant reserves the right to reschedule a site visit in the event that the minimum number of screenings cannot be scheduled.

Mobile Unit: LMHD agrees to schedule and reimburse a minimum of 25 women for mammogram screening for each site visit (for each day the mobile unit is requested) by the LMHD. The number of women that can be screened effectively and efficiently following the proper technological protocol on each site visit is 35 women. In the event that 25 women are not scheduled for services, private insurance patients may be screened and will count toward the 25 minimum. Women assessed on-site and referred to the Consultant for diagnostic services shall count toward the specified minimum. Consultant reserves the right to reschedule a site visit in the event that the minimum number of screenings cannot be scheduled.

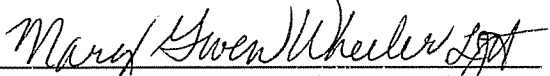
Section III. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

APPROVED AS TO FORM:


IRV MAZE
JEFFERSON COUNTY ATTORNEY

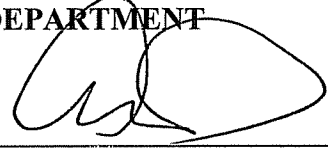
Date: 02/13/06

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


MARY GWEN WHEELER, CABINET
SECRETARY, CABINET FOR
HEALTH AND FAMILY SERVICES

Date: 4-3-06

LOUISVILLE METRO HEALTH
DEPARTMENT


DR. ADEWALE TROUTMAN,
DIRECTOR

Date: 2/24/06

UNIVERSITY MEDICAL CENTER, INC.
d/b/a UNIVERSITY OF LOUISVILLE
HOSPITAL JAMES GRAHAM BROWN
CANCER CENTER

By: 
Robert Barbier

Title: V.P. Operations & CFO

Date: March 16, 2006

Taxpayer Identification No.
(TIN): 61-1293786

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Supplier # 13487
PO # 87317

7-1-05 through 6-30-06

\$190,000

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its LOUISVILLE METRO HEALTH DEPARTMENT herein referred to as "METRO GOVERNMENT" or "LMHD", and UNIVERSITY MEDICAL CENTER, INC. d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL, JAMES GRAHAM BROWN CANCER CENTER, with offices located at 530 South Jackson Street, Louisville, Kentucky 40202, herein referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to breast cancer screening and follow-up; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:

- a. Provide screening mammograms, and diagnostic follow-up services including the interpretation of results and reporting in accordance with the following requirements:
 - i. Coordinate the scheduling of screening dates and locations with LMHD at least thirty days in advance;
 - ii. Certified mammography technologists and equipment to perform screening mammograms. A list of radiologists providing interpretation will be provided to LMHD and attached to the contract. Updating the list (additions or deletions) will be the responsibility of Consultant;
 - iii. Screening and diagnostic mammography and/or other follow-up procedures utilizing either a mobile unit or fixed equipment at Consultant.
 - iv. Consultant shall develop and read film. The films are to be interpreted by a qualified-radiologist certified by the American College of Radiology. Each radiologist responsible for interpretation of results will have current continuing education in the field of mammography.
 - v. Consultant shall report results in a format and medium acceptable to LMHD and the Kentucky Department for Public Health Services. Routine results shall be submitted to the patient's primary care provider within three (3) weeks after the screening date. Notification of results will be mailed to each patient.
 - vi. Consultant shall send out reminder notices for routine screening mammogram to all patients.
 - vii. Consultant shall track all abnormal reports, which includes immediate call backs for additional views or ultrasound studies, routine six-month follow ups to document stability of lesions, and notification of markedly abnormal results indicating the need for surgical consultation. For all cases where surgical consultation or biopsy is performed, Consultant shall correlate the pathological biopsy results with the mammographic interpretation. Consultant shall submit electronically all tracking results of abnormal reports to LMHD by the fifteenth day of the month following the reporting month.

- viii. Consultant shall inform a designated health center representative of patients who do not respond to Consultant communication.
- ix. Consultant shall follow up on abnormal results, specifically those for which immediate action such as biopsies and/or immediate physician intervention is indicated, which shall be performed by a radiologist contacting the health center designated personnel to ensure direct physician to health center consultation for health center patients.
- x. Consultant agrees that all abnormal clinical breast exams will be referred to Consultant using LMHD's Breast Cancer Referral Form. A diagnostic mammogram/ultrasound will be performed. If the result of the diagnostic mammogram/ultrasound is negative, then the Radiologist will perform a repeat clinical breast exam. Based on test and exam findings the Radiologist will decide whether further diagnostic testing needs to be done. If the repeat clinical breast exam is abnormal, then the patient will be referred back to the Primary Care Provider for a surgical consult referral to Consultant Physicians Group. The Radiologist's clinical breast exam findings shall be included in the monthly report submitted to LMHD.
- xi. Consultant shall provide extra views, and follow-up diagnostic mammograms and/or other follow-up procedures, if requested, to women referred by LMHD. Appropriate diagnostic work up/procedures to be determined by interpreting radiologist. Diagnostic mammogram or other follow-up procedures will be provided at the Consultant, Breast Care Center in Louisville.
- xii. Consultant shall report to LMHD the number of all mammography services and diagnostic follow-up services performed on monthly basis by the fifteenth day of the month following the reporting month. Data requirements may change during the contract period. Consultant agrees to capture and report additional data elements as defined by LMHD within four (4) weeks of written notification. Data shall be reported electronically. A delimited or fixed width ASCII file is required. The following data elements are required:
 - a. Social Security Number or pseudo number using patient initials and date of birth
 - b. Name: Last, First, Middle Initial
 - c. Date of Birth - example: 10/10/1999
 - d. Date of Service
 - e. Race/Ethnicity
 - f. CPT codes
 - g. Result code
 - h. Pathology Results
 - i. Recommendations
 - j. Screening location
- xiii. Consultant shall maintain Food and Drug administration Certification and accreditation from the American College of Radiology.
- xiv. Consultant agrees that the report of the mammogram reading must indicate the name and address of the facility where the x-rays are

stored, should they be needed at another location for consultation/referral studies.

- xv. Consultant agrees that in the event that Consultant performs the screening mammogram, but is unable to report the results, Consultant will make every effort to repeat the procedure on a return, scheduled trip or at the Breast Care Center or through a local provider at no additional charge. It is expected that the percentage of recall indicating the need for further diagnostic workup be no more than the national average, less than or equal to ten percent ($\leq 10\%$).
 - xvi. Consultant agrees that in the event Consultant's mobile screening unit is unable to provide screening mammograms requested by the LMHD, Consultant will accept referrals from LMHD for screening mammogram at the Consultant, Breast Care Center in Louisville.
 - xvii. Consultant agrees that in the event that Consultant needs to reschedule or cancel mobile screening unit appointments for reasons other than equipment failure, LMHD must be notified within fifteen (15) days of the scheduled appointment date.
- b. Consultant shall submit proper billing on all Medicare (Title XVIII), Medical Assistance (Title XIX), and private insurance recipients served under this contract
 - c. Consultant may collect service fees from patients whose family income is over 200% of the Federal Poverty guidelines. Procedure fees for patients whose incomes are below 200% of the Federal Poverty guidelines are covered under this agreement
 - d. Consultant agrees that in the event that a scheduling conflict for a specific date is encountered and either mobile unit (both having the proper equipment and using proper technological protocols) operated by Consultant is already scheduled for a site visit on the date requested by LMHD, (or due to circumstances beyond the control of Consultant) Consultant reserves the right to select and determine which vehicle shall be used for a site visit for scheduled mammogram screenings requested by LMHD.

II. FEES AND COMPENSATION

A. The Metro Government shall provide payment to Consultant for appropriately documented services rendered in accordance with Paragraph One (1) of this Agreement. The total payments made under the terms of this contract shall not exceed **ONE HUNDRED AND NINETY THOUSAND DOLLARS (\$190,000.00)**.

The Metro Government agrees to reimburse Consultant in the amount of ~~\$65.00~~ ^{pb} \$70.00 per screening mammogram, subject to the availability of funds, and payable upon receipt of appropriate data reporting and monthly invoices, as set forth below:

CPT CODE PROCEDURE

COST

76092

Screening Mammogram

~~\$65.00~~ \$70.00 RB

Consultant agrees to accept referrals from LMHD for diagnostic procedures listed below. LMHD will be responsible for payment of diagnostic procedures performed at Consultant at the following rates:

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88173	Interpretation and report of fine needle aspiration	\$27	\$48	\$75
88305	Surgical pathology, gross and microscopic examination	\$32	\$24	\$56 \$84.99 RB
88307	Surgical pathology, associated with breast excision requiring evaluation of margins	\$44	\$52	\$96
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19101	Breast biopsy, incisional.			\$466 \$279.00 <i>279.00</i>
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19295	Image guided placement			\$68
76085†	Digitization of film radiographic image/computer analysis			\$15
76086	Ductogram	\$73	\$14	\$87
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W0166	Charge for use of hospital room (outpatient, breast only)			\$300 \$800.00 <i>800.00</i>
G0202	Digital Screening MAMMOGRAM			\$70.00 <i>70.00</i>

† maximum 4 units up to 1 hour

‡ CDC has not approved the use of digital mammography for routine screening mammograms based on current studies related to effectiveness considering higher cost. However, they have recently approved the use of Computer-aided Detection (CAD), CPT code 76085, digitization of film radiographic images with computer analysis for lesion detection and further physician review for interpretation. LMHD will accept a charge of \$15 for this CPT code, which will be used in conjunction with 76092 (screening mammogram). This will be used as a further diagnostic tool only based on judgment of the practicing radiologist. LMHD does not anticipate a widespread use of this code/service, as its availability is very limited. LMHD will monitor use to determine at what point this may need to be added to the chart as a routine diagnostic tool.

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Mobile Unit: LMHD agrees to schedule and reimburse a minimum of 25 women for mammogram screening for each site visit (for each day the mobile unit is requested) by the LMHD. The number of women that can be screened effectively and efficiently following the proper technological protocol on each site visit is 35 women. In the event that 25 women are not scheduled for services, private insurance patients may be screened and will count toward the 25 minimum. Women assessed on-site and referred to the Consultant for diagnostic services shall count toward the specified minimum. Consultant reserves the right to reschedule a site visit in the event that the minimum number of screenings cannot be scheduled.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service

and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin July 1, 2005 and shall continue through and including June 30, 2006.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified

in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled

payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS CLAUSE

The University of Louisville J. Graham Brown Cancer Center, as an agency of the Commonwealth of Kentucky, although vested with sovereign immunity, is subject to the Board of Claims Act, KRS 44.070-44.160. Claims against the University of Louisville J. Graham Brown Cancer Center relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, the University of Louisville J. Graham Brown Cancer Center will defend, indemnify, and hold harmless the Louisville/Jefferson County Metro Government from and against any and all claims which may result from any error or omission arising out of its performance under this agreement.

VII. REPORTING OF INCOME

The compensation payable under this Agreement is subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former

employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIII. SUCCESSORS

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. MISCELLANEOUS Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant further

agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Health Department's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Health Department or its Board of Health. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Cabinet for Health and Family Services pertaining to conflicts of interest.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Health Department without the express authorization of the Director of Health or his designee.

Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this agreement, and Consultant agrees to sign the Health Department Business Associate Agreement.

The parties to this Agreement agree to abide by the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) regulations, and all currently accepted and approved methods and practices.

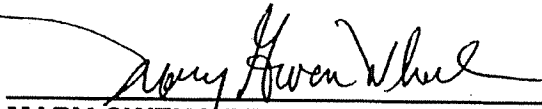
WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:


IRV MAZE
JEFFERSON COUNTY ATTORNEY


Date: 7/7/05

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


MARY GWEN WHEELER, CABINET
SECRETARY, CABINET FOR HEALTH
AND FAMILY SERVICES

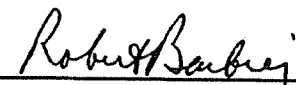
Date: 8/15/05

LOUISVILLE METRO HEALTH
DEPARTMENT


DR. ADEWALE TROUTMAN, DIRECTOR

Date: 7/18/05

UNIVERSITY MEDICAL CENTER d/b/a
UNIVERSITY OF LOUISVILLE HOSPITAL
JAMES GRAHAM BROWN CANCER
CENTER

By: 
Robert Barbier
Title: V.P. Operations & CFO

Date: July 26, 2005

For Brown Cancer - minimum
ACB - pap Follow-up

**REQUIRED DIAGNOSTIC PROCEDURES
AS INDICATED BY THE ABNORMAL TEST RESULT**
(May be provided either on site or off site as appropriate)

Kentucky Women's Cancer Screening Project					
Approved CPT Codes and Reimbursement Rates for					
Breast and Cervical Cancer Screening and Follow-up					
Bold border (services routinely performed in local health departments)					
*Covered by State Funds Only					
Eff. 01/28/05					
CPT code	Service Description	Technical Component	Professional Component	Total Outpatient Rate	Cost Ctr-Minor Obj
00400 †	anesthesiology, breast follow up (base per unit cost)			\$ 78.00	813-205
10021	fine needle aspiration without image	\$ 16.00	\$ 60.00	\$ 76.00	813-304
10022	fine needle aspiration with image	\$ 23.00	\$ 64.00	\$ 87.00	813-304
19000	cyst aspiration (puncture)			\$ 70.00	813-304
19001	cyst aspiration, additional			\$ 20.00	813-304
19030	injection procedure only for ductogram or galactogram			\$ 59.00	813-304
19100	breast biopsy, needle core – no imaging guidance			\$ 94.00	813-304
19101	breast biopsy, incisional, open			\$ 279.00	813-304
19102	percutaneous, needle core, using imaging guidance			\$ 178.00	813-304
19103	percutaneous, automated vacuum assisted			\$ 350.00	813-304
19120	excision of breast tissue			\$ 234.00	813-304
19125	excision of tissue identified preoperatively			\$ 264.00	813-304
19126	excision of tissue identified preoperatively, additional			\$ 132.00	813-304
19290	preoperative placement of needle wire			\$ 51.00	813-304
19291	preoperative placement of needle wire, additional			\$ 26.00	813-304
19295	image guided placement			\$ 68.00	813-304
57452	colposcopy of cervix, upper/adjacent vagina			\$ 104.00	700-305
57454	colposcopy with biopsy of cervix & endocervical curettage			\$ 149.00	700-305
57455	colposcopy with biopsy of the cervix			\$ 94.00	700-305
57456	colposcopy with endocervical curettage			\$ 89.00	700-305
57460 *	colposcopy with loop electrode excision of cervix			\$ 148.00	700-305
57461 *	colposcopy with loop electrode conization of cervix			\$ 165.00	813-305
57500 *	biopsy or excision of lesion, with or without fulguration			\$ 47.00	813-305
57505	endocervical curettage			\$ 52.00	813-305
57510 *	cauterization of cervix			\$ 70.00	813-305
57511 *	cryocautery			\$ 81.00	700-305
57513 *	laser ablation			\$ 134.00	813-305
57520 *	conization of cervix			\$ 226.00	813-305
57522 *	Loop electrode excision			\$ 206.00	813-305
58100*	endometrial biopsy (only when linked with AGUS result)			\$ 42.00	700-305
76083**	CAD for use with screening mammogram (use in conjunction with 76092)	\$ 13.00	\$ 3.00	\$ 16.00	813-304/308
76086 *	ductogram	\$ 73	\$ 14	\$ 87.00	813-304
76088 *	ductogram, multiple ducts	\$ 100	\$ 18	\$ 118.00	813-304
76090	diagnostic mammogram, unilateral	\$ 21	\$ 19	\$ 40.00	813-304/308

Kentucky Women's Cancer Screening Project

Approved CPT Codes and Reimbursement Rates for Breast and Cervical Cancer Screening and Follow-up

Bold border (services routinely performed in local health departments)

*Covered by State Funds Only

Eff. 01/28/05

CPT code	Service Description	Technical Component	Professional Component	Total Outpatient Rate	Cost Ctr-Minor Obj
76091	diagnostic mammogram, bilateral	\$ 43.00	\$ 41.00	\$ 84.00	813-304/308
76092	screening mammogram	\$ 39.00	\$ 31.00	\$ 70.00	813-308
76095	stereotactic localization for breast biopsy	\$ 199	\$ 63	\$ 262.00	813-304
76096	preoperative placement of needle wire, interpretation	\$ 37	\$ 23	\$ 60.00	813-304
76098	Radiologic examination, breast surgical specimen	\$ 13	\$ 6	\$ 19.00	813-304
76645	ultrasound (breast echography)	\$ 34.00	\$ 25.00	\$ 59.00	813-309
76837	ultrasonic guidance for cyst aspiration (use in conjunction with 19000 or 19001)			\$ 31.00	813-304
76842	ultrasonic guidance for needle biopsy	\$ 44	\$ 27	\$ 71.00	813-304
88104 **	cytopathology, fluids, washings or brushings (breast)	\$ 11	\$ 20	\$ 31.00	718-304
88141	Pap smear, professional component (abnormals only)			\$ 22.00	718-305
88164	Pap smear, technical component			\$ 14.00	718-250
88172	evaluation of fine needle aspiration	\$ 14	\$ 30	\$ 44.00	813-304
88173	interpretation and report of fine needle aspiration	\$ 27	\$ 48	\$ 75.00	813-304
88305	surgical pathology, gross and microscopic examination	\$ 46.00	\$ 38.00	\$ 84.00	813-304/305
88307	surgical pathology, associated with LEEP or breast excision requiring evaluation of margins	\$ 44	\$ 52	\$ 96.00	813-305
99201	initial-brief evaluation/management			\$ 32.00	700-201
99202	initial-expanded evaluation/management			\$ 55.00	700-201
99203*	initial-detailed evaluation/management			\$ 85.00	700-201
99204	initial-comprehensive evaluation/management			\$ 110.00	700-201
99205	complex-evaluation/management			\$ 131.00	700-201
99211	subsequent-brief evaluation/management			\$ 14.00	700-201
99212	subsequent-limited evaluation/management			\$ 29.00	700-201
99213*	subsequent-expanded evaluation/management			\$ 46.00	700-201
99214	subsequent-detailed evaluation/management			\$ 61.00	700-201
99215	subsequent-comprehensive evaluation/management			\$ 99.00	700-201
99385 *	initial preventative medicine evaluation 21 - 39 yrs			\$ 110.00	700-201
99386	initial preventative medicine evaluation 40 - 64 yrs			\$ 133.00	700-201
99387 *	initial preventative medicine evaluation 65 and older			\$ 147.00	700-201
99395 *	periodic preventative medicine evaluation 21 - 39 yrs			\$ 98.00	700-201
99396	periodic preventative medicine evaluation 40 - 64 yrs			\$ 110.00	700-201
99397 *	periodic preventative medicine evaluation 65 and older			\$ 125.00	700-201
W9201	initial-brief evaluation/management			\$ 24.00	700
W9202	initial-expanded evaluation/management			\$ 39.00	700
W9203	initial-detailed evaluation/management			\$ 54.00	700
W9204	initial-comprehensive evaluation/management			\$ 81.00	700
W9205	complex-evaluation/management			\$ 102.00	700
W9211	subsequent-brief evaluation/management			\$ 11.00	700
W9212	subsequent-limited evaluation/management			\$ 21.00	700
W9213	subsequent-expanded evaluation/management			\$ 31.00	700

Kentucky Women's Cancer Screening Project

Approved CPT Codes and Reimbursement Rates for Breast and Cervical Cancer Screening and Follow-up

Bold border (services routinely performed in local health departments)

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CPT code	Service Description	Technical Component	Professional Component	Total Outpatient Rate	Cost Ctr-Miner Obj
W9214	subsequent-detailed evaluation/management			\$ 46.00	700
W9216	subsequent-comprehensive evaluation/management			\$ 74.00	700
W9385 *	initial preventative medicine evaluation 21 - 39 yrs			\$ 85.00	700
W9386	initial preventative medicine evaluation 40 - 64yrs			\$ 105.00	700
W9387 *	initial preventative medicine evaluation 65 and older			\$ 115.00	700
W9395 *	periodic preventative medicine evaluation 21 - 39 yrs			\$ 78.00	700
W9396	periodic preventative medicine evaluation 40 - 64 yrs			\$ 85.00	700
W9397 *	periodic preventative medicine evaluation 65 and older			\$ 95.00	700
W0186*	charge for use of hospital room (outpatient, breast only)			\$ 800.00	813-311
99241	office consultation (minimal level) outside provider			\$ 35.00	813-201/202
99242	office consultation (low level) outside provider			\$ 55.00	813-201/202
99243	office consultation (low-moderate level) outside prov.			\$ 72.00	813-201/202
99244	office consultation (moderate level) outside provider			\$ 101.00	813-201/202

NOTES: 88142, Pap smear, thin preparation, is not included in the above list of standard covered services. It is only to be used in those areas whereby its exclusion would create a hardship for provision of services through the lab provider. It is not yet considered a standard of care service. The Kentucky Women's Cancer Screening Project is restricted by CDC to cover the thin preparation method at a rate no higher than the accepted Pap technical component. Therefore, we can only reimburse that service at the rate of \$14.

† maximum 4 units up to 1 hour

z As you know, CDC has not approved the use of digital mammography for routine screening mammograms based on current studies related to effectiveness considering higher cost. The code 76085 has been deleted. Therefore, use code 76083 to bill for CAD in conjunction with 76092 (screening mammogram). A charge of \$18.80 will be accepted for this code and will be reimbursed with state funds. This will be used as a further diagnostic tool only based on judgment of the practicing radiologist. We do not anticipate a widespread use of this code/service, as its availability is very limited. We will monitor use to determine at what point this may need to be added to chart as routine diagnostic tool.

-- Effective October 1, 2001, this pathology code is not to be used on routine breast cysts (clear fluid/disappears on ultrasound). Only to be used for cases with bloody/abnormal fluid or cysts that do not disappear on ultrasound.

* When this evaluation-management service is performed in-house by a Registered Nurse, code W92-0- instead of 9920-for a new patient and code W921- instead of 9921- for established patients..